

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

HEALTHCARE SERVICES GROUP,)
LLC,)
) Plaintiff)
)) CIVIL ACTION
vs.))
))
COLONIAL MANOR HEALTH CARE,) Case No. 18-CV-161
LLC, EASTVIEW HEALTH CARE, LLC,)
MOUNT CARMEL HEALTH CARE,)
LLC, SAN LUIS HEALTH CARE, LLC,)
WOODSTOCK HEALTH CARE, LLC,)
NORTH RIDGE HEALTH CARE, LLC,)
SHERIDAN MEDICAL, INC.,)
)) DEMAND FOR JURY TRIAL
Defendants.)

DECLARATION OF RAY TERWILLIGER

I, Ray Terwilliger, declare the following to be true to the best of my knowledge, information and belief:

1. I am Vice President, Financial Services, with Plaintiff, Healthcare Services Group, LLC (“Plaintiff” or “HCSG”). My responsibilities as Vice President, Financial Services, include monitoring the enforcement of the claims that are the subject of this litigation as well as the Related Litigation (defined below). In fulfilling these responsibilities, I have become familiar with the facts and circumstances that are the subject of this Declaration. I have knowledge of the matters to which I hereinafter attest. I have also reviewed the relevant documents and have spoken with certain employees of HCSG, as necessary, and where I have relied upon such information do believe such information to be true.

2. This case arises out of the above-captioned Defendants' (collectively, the "Defendants") refusal to pay for housekeeping and laundry services provided by Plaintiff to residents of nursing facilities operated by the Defendants. Plaintiff and entities that are related to the Defendants (the "Related Entities") are also involved in similar litigation that is pending in Missouri, Ohio, Oklahoma and New York (the "Related Litigation").

3. Prior to the commencement of this case on January 30, 2018, Plaintiff, Defendants and the Related Entities engaged in settlement negotiations. Those negotiations consisted of occasional communications among counsel as well as a meeting at Plaintiff's offices.

4. After this case was filed, Plaintiff and certain Related Entities participated in a one day mandatory mediation session in July, 2018 that was scheduled in litigation pending in Missouri. That mediation did not result in a settlement

5. Other than the aforementioned mediation in July 2018, there have been occasional communications among counsel, some of which were required by the courts in the Related Litigation. These communications did not result in a settlement or otherwise narrow the differences among Plaintiff, Defendants and the Related Entities.

6. There have been no other significant settlement communications that would distract Defendants or otherwise dissuade them from filing counterclaims. Further, given that no agreement has been reached and settlement is not imminent, it cannot be said that the Defendants refrained from filing counterclaims on the belief that they were on the precipice of a global settlement.

Dated: January 2, 2019.



Ray Terwilliger